

COLLECTIVE BARGAINING AGREEMENT
made and entered into by and between the
TOWNSHIP OF GREENWICH,
in the County of Gloucester and State of New Jersey, and the
GREENWICH TOWNSHIP DISPATCHERS ASSOCIATION,

January 1, 2005 through December 31, 2008

Prepared by:

Stephen E. Trimboli, Esq.
Laufer, Knapp, Torzewski & Dalena, L.L.C.
23 Cattano Avenue
Morristown, New Jersey 07960

AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT made and entered into by and between the TOWNSHIP OF GREENWICH, in the County of Gloucester and State of New Jersey, hereinafter referred to as "EMPLOYER" and the GREENWICH TOWNSHIP DISPATCHERS ASSOCIATION, hereinafter referred to as "ASSOCIATION", is entered into this day of , 2005, and is designed to promote the harmonious working relationship between the Employer and the Association in order that more efficient and more progressive public service be rendered to the citizens of the Township of Greenwich.

WITNESSETH:

WHEREAS, as a result of collective bargaining, an agreement intending to promote and improve the working relationship between the parties and concerning benefits, wages, hours of work and working conditions of employments has been negotiated ; NOW, THEREFORE, be it agreed as follows:

.....

ARTICLE IRECOGNITION OF THE UNION AND WORK POSITION

1. The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all employees of the bargaining unit.

2. This Agreement shall be binding upon the successors and assignees of the parties and no provision, term, or obligation herein shall be affected, modified, altered or changed in any respect by any change in the status of management of either party.

3. The bargaining unit is comprised of: Full-time and part-time Dispatchers. Full-time dispatchers are defined as the four permanent employees assigned to regular shifts. They shall be entitled to all benefits and wages covered under this Collective Bargaining Agreement.

4. Part-time dispatchers are those employees that are hired as part-time employees and are not assigned to any permanent shift but are assigned to cover shifts where needed. There can be any number of part-time dispatchers as determined by the Employer. The Part-Time dispatchers shall not receive any economic compensation or benefits set forth in this Collective bargaining Agreement, or any economic benefit or compensation that may otherwise exist as a matter of practice, policy or municipal ordinance, other than wages set forth in Article V of this Collective Bargaining Agreement.

5. Part-time dispatchers are not entitled to any contractual benefits under this agreement other than wages as subsequently set forth. With respect to any contract provision set forth herein, reference to "employees," "regular employees," "dispatchers," or "regular dispatchers," or any other similar general reference to bargaining unit members, shall be deemed to apply only to full-time dispatchers, and not part-time dispatchers.

ARTICLE IIDESIGNATED MANAGEMENT RIGHTS

It is recognized that the management of the Division of Police in the Department of Public Safety, the control of properties and maintenance of order and efficiency, is solely the responsibility of the Township. Accordingly, the Township retains the rights, including but not limited, to hire, suspend, or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, decide the number and location of its facilities and stations, to determine the work to be performed within the unit, evaluate employee performance and to determine how evaluations will be conducted, abolish positions of employment and to reduce the size of the workforce, determine lay-off action, combine and restructure job duties and responsibilities, assign work to be performed by dispatchers by non-bargaining unit employees as the Township deems necessary or appropriate, maintenance and repair, amount of supervision if necessary, machinery and equipment, methods, together with the selection, procurement, designing, engineering, and the control of equipment and materials, purchases, services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE IIINON- DISCRIMINATION

There shall be no discrimination, interference, or coercion by the Employer or any agents against the Dispatcher Association or any of its members. Neither the Association nor the Employer shall engage in any form of discrimination prohibited by applicable Federal or State laws. Any allegation of such discrimination shall be subject to the grievance procedure contained in this Collective Negotiations Agreement.

ARTICLE IVMAINTENANCE OF WORK OPERATIONS

The parties agree that there shall be no lock-outs, strikes, work stoppages, sick outs, or slow downs during the life of this Agreement. No member of the Association or representative of same shall authorize, instigate, or condone any such activity, nor shall any employee participate in any such activity. It is understood that violations of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate form of lesser discipline.

The parties recognize that under New Jersey Law public employees do not have right to strike.

The Employer shall not be required to discuss, negotiate, or hear or rule on any problem or grievance related to any strike or other work stoppage or slow down until such time as such prohibited acts are discontinued.

Whenever Association members are placed on notice of an illegal job action, they are to take affirmative action to cease the illegal action, and to cooperate with the employer in bringing about such cessation.

ARTICLE VPROBATIONARY PERIOD; WAGES

1. During the first one year of employment, an employee is considered a probationary employee and the employer may terminate his/her employment without challenge by either the Employee or the Union and without resort to the grievance procedure or any other hearing procedure. This provision shall not affect his/her eligibility for benefits provided, however, that part-time employees shall not receive any benefits other than wages.

2. A Probationary class dispatcher is defined as one who has been employed up to and including twelve (12) months.

3. A third class dispatcher is defined as one beginning his/her thirteenth (13) month of employment with the employer up to and including the twenty-fourth (24) month of employment.

4. A second class dispatcher is defined as one beginning his/her twenty-fifth (25) month of employment.

5. A first class dispatcher is defined as one who has been employed at least one hundred twenty-one (121) months with the Township. Effective January 1, 2004, a dispatcher shall achieve first class status beginning with the sixty-first (61st) month of employment.

6. The salary of all regular dispatchers and the hourly wages of part-time dispatchers shall be set forth in SCHEDULE A attached hereto, for the years 2005, 2006, 2007 and 2008. Part-time dispatchers shall receive the hourly wages as set forth in Schedule A based on their years of service with the Township. Part-time dispatchers will advance to the next salary step upon their anniversary dates.

ARTICLE VI

HEALTH AND INSURANCE BENEFITS

1. The Employer shall continue to maintain and provide for all full-time dispatchers the equivalent of all insurance now in effect, to wit: Insurance Design Administrators and major medical, all of which are the family plan; provided, however, that effective January 1, 2005, out of network services shall be reimbursed at 80%. In addition, the Township will pay all medical bills for injuries or illnesses sustained in the line of duty.

2. The Township shall continue to maintain and provide the same level of benefits as those carried under the previous plan described in paragraph 1 of this article, with the exception being, that the prescription plan offered with the new carrier, Insurance Design Administrators, shall be provided for all full time dispatchers and their families. The Township shall pay the cost of the prescription plan. The employee's co-payment on prescription drugs shall be \$10.00 for brand name drugs and \$5.00 for generic drugs, with no cap on aggregate prescription drug co-payments.

3. Any full time dispatcher who retires from the Greenwich Township Police Department in good standing and meets the criteria set forth below shall be entitled to receive fully paid family plan health insurance benefits as set forth above until he becomes deceased. Additionally, the spouse will continue to receive township health benefit plan upon employee's death after ten (10) years of service. This is conditioned only upon the retired dispatcher (a) having twenty-five (25) years of service with the Township, (b) having twenty-five (25) of service credit in State or locally administered retirement system or having retired on a disability pension, and (c) having not receiving this benefit from any other source. Should the employee receive the benefit through any other source and then lose this benefit, he or she would be entitled to receive this coverage through the Township of

Greenwich.

4. The Township will pay for each full-time employee and spouse to receive an eye examination and prescription glasses each year. The total cost of this benefit shall not exceed \$250.00 per year per family.

5. If a dispatcher is killed in the line of duty, his/her widow/widower and children shall receive all medical and dental benefits to which he/she would have been entitled at the time of his/her death. The benefits for the widow/widower shall continue until such time as the widow/widower remarries. The benefits shall continue for the children until such time as they become emancipated.

6. The full-time dispatchers of the bargaining unit shall receive the New Jersey Dental Service Plan, NJPBA - sponsored plan designed as Program I and orthodontic rider, or the equivalent. Those members of the bargaining unit not married shall be enrolled as single members. Those members of the bargaining unit that are married but have no children shall be enrolled as two (2) parties, and those members of the bargaining unit who are married and have children shall be enrolled as family members. Should any member of the bargaining unit become married, have children, or become divorced, the Employer must be notified immediately so that his/her enrollment in the dental service plan can be modified to ensure that the member is appropriately protected and at the same time the Township is not paying for unnecessary coverage.

It is the intent of this Agreement that even if a member of the bargaining unit becomes a widow/widower or divorced, that his/her children shall continue to be covered by the plan in effect

7. The Township shall pay for all health insurance for the full-time dispatchers and his/her family if the employee becomes disabled in the line of duty after ten (10) years

of employment with the Township.

8. The Township shall pay the cost of and maintain a life insurance policy that will pay the beneficiary of the full-time dispatchers ten thousand dollars (\$10,000.00). This policy shall remain in effect until the last day of the insurance month in which that employee leaves the job or retires.

9. The Township shall provide each full-time dispatcher with weekly income insurance. The Township shall be the beneficiary of the weekly income insurance as long as they are paying the employee's salary. When the employee's sick leave is used up and the Township stops paying his/her salary, the weekly insurance shall be paid to that employee.

10. The Township shall pay for one physical per employee per year if not otherwise covered by health insurance.

ARTICLE VII

EXCUSED ABSENCES

1. All regular dispatchers shall be granted special leave, with pay, because of death in the family. Such leave shall start when requested to ensure time off to attend the funeral. Time off shall be set forth below:

- a. Death of a spouse, son or daughter5 days leave
- b. Death of a mother, father, brother, sister
or grandchild.....3 days leave
- c. Death of a mother-in-law, father-in-law, brother-in-law,
sister-in-law, grandparents of employee and spouse,
uncle, aunt, cousin, niece or nephew of employee1 day leave

ARTICLE VIII

HOLIDAY AND PERSONAL LEAVE

1. All regular dispatchers shall be entitled to compensation for the following holidays:
 - a. New Years Day
 - b. Washington's Birthday
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Veteran's Day
 - h. General Election Day
 - i. Thanksgiving Day
 - j. Christmas Day
 - k. Birthday of the employee
 - l. Martin Luther King Day

Each regular dispatcher shall be entitled to compensation for a holiday at the rate of eight (8) hours straight time. The twelve above holidays shall be incorporated in the employee's annual salary commencing January 1, 1986, (8 hours x 12 = 96 hours added to annual salary).

2. In the event that a full-time dispatcher of the bargaining unit is required to work on any day set forth in section 1, the rate of compensation shall be computed at straight time times (x) one half (1/2) the total number of hours worked on that day.

3. Distribution of any holiday pay premiums as stated in paragraph 2 of this article shall be made within the pay period that the holiday is worked.

4. Each full-time dispatcher of the bargaining unit shall be entitled to three (3) personal days leave annually. Each member will be permitted to take personal days upon request with the exception of holidays. The employee must give at least twenty-four (24) hours notice to the employer. One of the three personal days can be used for an emergency

at any time without any time restriction on notification, provided, however, that the employee will be docked for the day if the employee fails to submit justification of need.

5. Employer shall give a personal day to each full-time dispatcher who goes six consecutive months with no lost time due to illness or injury. The day shall be used during the six month period immediately following the day it is given.

ARTICLE IXVACATIONS

1. Regular dispatchers shall receive an annual vacation in accordance with their years of service with the Township as set forth in Schedule A:

Schedule A
Vacations

	Effective 1.1.05	Effective 1.1.08
a. After fifty (50) weeks of service.	60 hours/5 days	72 hours/6 days
b. After two (2) years of service	96 hours/8days	108 hours/9 days
c. After five (5) years of service	144 hours/12 days	156 hours/13 days
d. After ten (10) years of service	180 hours/15 days	192 hours/16 days
e. After fifteen (15) years of service	204 hours/17 days	216 hours/18 days
f. After twenty (20) years of service	228 hours/19 days	240 hours/20 days

2. The vacation schedule shall be approved by the Chief of Police or his/her designee so as not to interfere with the operation of the Department. The vacation of each member of the bargaining unit shall be approved in accordance with the current practice of the Department and shall consider the seniority of the member of the bargaining unit.

3. Regular Dispatchers shall retain the right to submit vacation requests on a daily basis subject to the limitation that no more than one member be on vacation for each calendar day of the year. When scheduling permits and only upon the discretion of the Chief of Police and upon his/her written approval, more than one member can be on vacation in the same calendar day of the year. The first pick shall be prime vacation. The prime pick shall not exceed the number of working days the employee is scheduled to work in that week. In regard to all other vacation days, unit members shall have the option to submit vacation requests in increments of one (1) day or more provided that such scheduling does not cause the Township to incur overtime to cover the days of the vacationing employee and provided such a request is made at least twenty-four (24) hours in advance. One day equals

the total number of hours scheduled to work in a daily shift.

4. In the event of a return to an eight hour day of full-time dispatchers , vacation Schedule A shall terminate and be replaced by vacation Schedule B upon commencement of the eight (8) hour day schedule.

Schedule B

	<u>Effective 1.1.05</u>	<u>Effective 1.1.08</u>
a. After fifty (50) weeks of service.	Six (6) days	Seven (7) days
b. After two (2) years of service	Eleven (11) days	Twelve (12) days
c. After five (5) years of service	Sixteen (16) days	Seventeen (17) days
d. After ten (10) years of service	Twenty-one (21) days	Twenty-two (22) days
e. After fifteen (15) years of service	Twenty-three (23) days	Twenty-four (24) days
f. After twenty (20) years of service	Twenty-seven (27) days	Twenty-eight (28) days

NOTE: One (1) week = forty (40) hours

One (1) day = eight (8) hours, under Schedule B

5. All employees will be permitted to take personal days upon request with the exception of holidays. Employee must give at least twenty-four hours notice to the employer.

ARTICLE X

SICK LEAVE

1. Regular dispatchers shall receive sick leave of one and one-quarter (1¼) days per month of employment starting with the date of hire and shall be carried over on an unlimited basis. No sick leave shall be used by an employee while that employee is in his/her probationary period.

2. The Employer has the right to reasonably request a medical examination by a doctor of its choosing or to ask the employee for verification of his or her injury or illness through the submission of a medical report or letter.

3. For all injuries or illnesses incurred in the line of duty, the member of the bargaining unit shall receive up to twelve (12) full months of sick leave with pay.

4. All time used as sick leave shall be compensated as time actually worked within the eighty-four (84) hour work period, with the exception as follows:

It is understood and agreed that employees who are absent for more than fourteen (14) consecutive days shall not accrue compensatory time for that entire absence.

5. After the first day off for illness, the Chief of Police or designee shall go to the overtime schedule and call the employee with the least amount of hours worked for overtime. If that employee turns down the overtime, the Chief will go down the list and call all available persons and, if no one wants that shift overtime, then the first person called shall be called again and he/she shall work the shift for overtime.

6. An employee may accumulate unlimited sick days. An employee who retires from the Township in good standing shall be entitled to compensation for any unused sick leave that the employee has accrued during the employee's yearsof service with the

Township. Said compensation shall be 35% of the value of the unused sick leave, upon retirement.

ARTICLE XI

CLOTHING MAINTENANCE/EQUIPMENT

1. The employer will pay for all new uniforms for all part-time and full -time dispatchers and related police equipment as needed.
2. The maintenance and cleaning of uniforms and related equipment will be fully paid by the Township as is present policy.

ARTICLE XII

OVERTIME PAY

1. All employees covered by this agreement shall be paid at time and one half (1 ½) their regular rate of pay for work scheduled in excess of their regular work week. The exception to this would be the twelve (12) hour shift, where compensatory time will be earned at the rate of four(4) hours each two (2) week cycle.

2. Compensatory time will be substituted for overtime for the purposes of calculating excess hours worked under the present twelve (12) hour shift, unless modified or changed by Federal Law.

3. Overtime shall be required. In so far as practical, the Employer shall attempt to distribute overtime equitably. An overtime list shall be maintained by the Employer and such list shall be posted and kept current on a weekly basis.

ARTICLE XIII

GRIEVANCE PROCEDURE

1. The grievance procedure shall be as set forth in Ordinance 30-6 of the Greenwich Township Code or the successor Ordinance thereto.

ARTICLE XIV

REIMBURSEMENT OF MILEAGE EXPENSES

Any part-time and full-time dispatchers unit who uses his/her own vehicle in the course of his/her duties or as transportation to any approved function authorized by the Chief of Police shall be entitled to reimbursement for his/her mileage at the rate authorized by the Internal Revenue Service for the current fiscal year.

ARTICLE XV

DURATION

The Agreement shall be effective January 1, 2005, and remain in effect until December 31, 2008. If either party wishes to renegotiate any provision of this Agreement they must serve written notice upon the other party of its intent to renegotiate no later than September 1, 2008. Failure to so notify the other party shall automatically continue the terms and provisions of the Agreement for the following year.

ARTICLE XVI

MODIFICATION OF AGREEMENT

1. This document constitutes the full and complete Agreement between the parties. The parties acknowledge that they have had the opportunity to present and discuss the proposal on any subject which is the proper subject of collective negotiation. No term or condition of the Agreement may be modified unless in writing and signed by both parties.

2. Except as modified by this Agreement, all rights, privileges, or benefits which were applicable to the Association prior to the execution of this Agreement shall be maintained at not less than the existing standard in effect before signing the Agreement. These rights and privileges shall remain in full force and effect during the term of the Agreement.

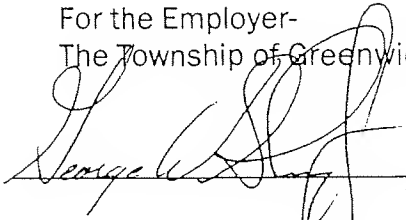
ARTICLE XVII

SAVINGS CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with the law, such part shall be suspended and the remaining Agreement shall remain in full force and effect. .

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of
, 2005.

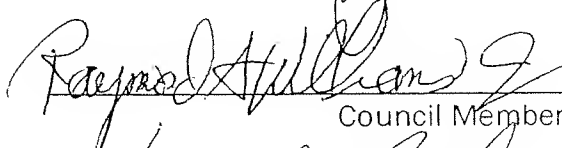
For the Employer-
The Township of Greenwich



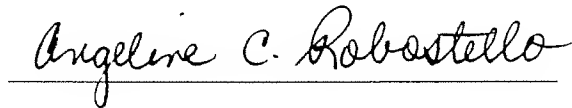
Mayor

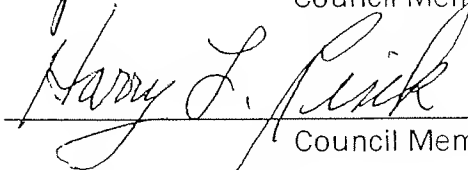
For the Greenwich Township
Dispatchers Association





Council Member





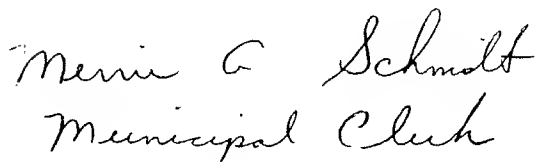
Council Member



Council Member



Council Member


Municipal Club

SCHEDULE AEMPLOYEE COMPENSATIONFull-Time Dispatchers

	2005	2006	2007	2008
Probation	\$35,253	\$36,627	\$38,093	\$39,616
3d Class	\$40,055	\$41,618	\$43,282	\$45,014
2d Class	\$45,271	\$47,037	\$48,918	\$50,875
1 st Class	\$47,008	\$48,841	\$50,795	\$52,827

Part-Time Dispatchers

	2005	2006	2007	2008
1 st Year	12.35	12.83	13.35	13.88
2d Year	13.47	14.00	14.56	15.14
3d Year	14.59	15.16	15.77	16.40
4d Year	15.72	16.33	16.98	17.66
5 th Year +	16.84	17.49	18.19	18.92